

EILEEN R. RIDLEY, CA Bar No. 151735
eridley@foley.com
MICHAEL A. NARANJO, CA Bar No. 221449
mnaranjo@foley.com
ALAN R. OUELLETTE, CA Bar No. 272745
aouellette@foley.com
FOLEY & LARDNER LLP
555 CALIFORNIA STREET
SUITE 1700
SAN FRANCISCO, CA 94104-1520
TELEPHONE: 415.434.4484
FACSIMILE: 415.434.4507

Attorneys for the Anthem Defendants¹

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DUAL DIAGNOSIS TREATMENT
CENTER, INC., A CALIFORNIA
CORPORATION, ET AL.,

Plaintiffs,

vs.

BLUE CROSS OF CALIFORNIA, dba
ANTHEM BLUE CROSS, et al.,

Defendants.

Case No. SACV15-00736 DOC (RNBx)

STIPULATED PROTECTIVE ORDER

Judge: Honorable David O. Carter

Case Filed: May 8, 2015

¹ Exhibit A, attached hereto, identifies the individual defendants that are referred to collectively herein as the "Anthem Defendants."

1 **1. A. PURPOSES AND LIMITATIONS**

2 IT IS HEREBY STIPULATED by and between Plaintiffs Dual Diagnosis
3 Treatment Center, Inc.; Satya Health of California, Inc.; Adeona Healthcare, Inc.;
4 Sovereign Health of Florida, Inc.; and Sovereign Health of Phoenix, Inc. (“Plaintiffs”)
5 and Defendants² (“Defendants”) through their respective attorneys of record, that certain
6 sensitive documents and information have been and may be sought, produced or
7 exhibited by and between the parties in this action entitled: *Dual Diagnosis Treatment*
8 *Center, Inc., et al. v. Blue Cross of California dba Anthem Blue Cross, et al.*, which is
9 pending in the United States District Court for the Central District of California, Case No.
10 SACV 15-00736 DOC (RNBx), (the “Action”). Accordingly, the parties hereby stipulate
11 to and petition the Court to enter the following Stipulated Protective Order. The parties
12 acknowledge that this Order does not confer blanket protections on all disclosures or
13 responses to discovery and that the protection it affords from public disclosure and use
14 extends only to the limited information or items that are entitled to confidential treatment
15 under the applicable legal principles. The parties further acknowledge, as set forth in
16 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
17 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that
18 must be followed and the standards that will be applied when a party seeks permission
19 from the court to file material under seal.

20 **B. GOOD CAUSE STATEMENT**

21 This action is likely to involve proprietary information claimed as trade secrets or
22 as competitive information, customer and pricing information, other valuable research,
23 development, commercial, financial, and/or protected health information (“PHI”) (as
24 defined in 45 C.F.R. § 160.103) or other types of sensitive information for which special
25 protection from public disclosure and from use for any purpose other than prosecution of
26 this action is warranted. Such confidential and proprietary materials and information
27

28 ² Exhibit B, attached hereto, identifies the individual defendants that are referred to collectively herein as “Defendants” that join this stipulated request for entry of a protective order.

1 consist of, among other things, confidential business or financial information,
2 information regarding confidential business practices, or other confidential research,
3 development, or commercial information (including information implicating privacy
4 rights of third parties), PHI, information otherwise generally unavailable to the public, or
5 which may be privileged or otherwise protected from disclosure under state or federal
6 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow
7 of information, to facilitate the prompt resolution of disputes over confidentiality of such
8 materials in preparation for and in the conduct of trial, to address their handling at the end
9 of the litigation, and serve the ends of justice, a protective order for such information is
10 justified in this matter. It is the intent of the parties that information will not be
11 designated as confidential for tactical reasons and that nothing be so designated without a
12 good faith belief that it has been maintained in a confidential, non-public manner, and
13 there is good cause why it should not be part of the public record in this case.

14 **2. DEFINITIONS**

15 2.1 Action: this pending federal lawsuit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
17 information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
19 it is generated, stored or maintained) or tangible things that constitute, reflect or
20 disclose trade secret or other confidential research, development, or commercial
21 information, or PHI as defined herein, which qualifies for protection under
22 Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
23 Statement. “Confidential” information as used herein means any Designated
24 Material that is designated pursuant to this Protective Order as “Confidential”
25 or “Confidential – Attorneys’ Eyes Only” by the Producing Party or
26 Designating Party, whether it is a document, information contained in a
27 document, information revealed during a deposition or other testimony,
28 information revealed in an interrogatory answer or information otherwise

revealed.

2.4 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or Items: “Confidential” information (regardless of how it is generated, stored or maintained) as defined herein, which warrants further protection because it is particularly sensitive such that a Party’s or Non-Party’s business representatives cannot be afforded review of the information without creating a substantial risk of serious injury to the Producing Party or to third parties that could not be avoided by less restrictive means, and such that review should be relegated only to Outside Counsel of Record and House Counsel. All PHI that is not otherwise in a Receiving Party’s possession (i.e., known to that Receiving Party due to circumstances unrelated to this Action) shall qualify as “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in response to discovery or depositions as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.9 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Action.

2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.13 Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in the Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

1 This Order shall govern all documents, the information contained therein, and all
2 other information produced or disclosed during the Action whether revealed in a
3 document, disclosure, deposition, other testimony, discovery response or otherwise, by
4 any party, including any non-party, in this Action (the “Producing Party”) to any other
5 party, including any non-party, (the “Receiving Party”), when the same is designated
6 with the procedures set forth herein. This Order is binding upon the parties to the Action,
7 as well as their respective attorneys, agents, representatives, officers and employees and
8 others as set forth in this Order. This Order is also binding on and applies to all non-
9 parties who either produce or receive documents or information in connection with this
10 Action.

11 **4. DURATION**

12 Even after the final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in
14 writing or a court order otherwise directs. Final Disposition shall be deemed to be the
15 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
16 and (2) final judgment herein after the completion and exhaustion of all appeals,
17 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
18 any motions or applications for extension of time pursuant to applicable law.

19 **5. DESIGNATING PROTECTED MATERIAL**

20 **5.1 Exercise of Restraint and Care in Designating Material For Protection.**

21 Each Party or Non-Party that designates information or items for protection under
22 this Order must take care to limit any such designation to specific material that qualifies
23 under the appropriate standards. The Designating Party must designate for protection
24 only those parts of materials, documents, items, or oral or written communications that
25 qualify so that other portions of the material, documents, items, or communications for
26 which protection is not warranted are not swept unjustifiably within the ambit of this
27 Order. Documents containing PHI will be assumed to be “CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY” in their entirety, unless the PHI is already otherwise in the

1 possession of the Receiving Party, in which case they will be assumed to be
2 “CONFIDENTIAL” in their entirety.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that
4 are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*,
5 to unnecessarily encumber the case development process or to impose unnecessary
6 expenses and burdens on other parties) may expose the Designating Party to sanctions.

7 If it comes to a Designating Party’s attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 5.2 Manner and Timing of Designations.

11 Except as otherwise provided in this Order (see, *e.g.*, second paragraph of section
12 5.2[a] below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
13 that qualifies for protection under this Order must be clearly so designated before the
14 material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 [a] For information in documentary form (*e.g.*, paper or electronic documents, but
17 excluding transcripts of deposition or other pretrial or trial proceedings), that the
18 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or
19 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL
20 legend”), to each page that contains protected material. If only a portion or portions of
21 the material on a page qualifies for protection, the Producing Party also must clearly
22 identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection need
24 not designate them for protection until after the inspecting Party has indicated which
25 documents it would like copied and produced. During the inspection and before the
26 designation, all of the material made available for inspection shall be deemed
27 “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” as
28 appropriate. After the inspecting Party has identified the documents it wants copied and

1 produced, the Producing Party must determine which documents, or portions thereof,
2 qualify for protection under this Order. Then, before producing the specified documents,
3 the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains
4 Protected Material. If only a portion or portions of the material on a page qualifies for
5 protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*,
6 by making appropriate markings in the margins).

7 [b] For testimony given in depositions, the Designating Party may designate the
8 protected testimony (including exhibits) on the record before the close of the deposition
9 or up to fourteen (14) days after the deposition transcript becomes available for review.
10 If no specific further level of protection is invoked on the record, the testimony shall
11 presumptively be treated as “CONFIDENTIAL” during the review period. After the
12 expiration of the fourteen (14) day review period, the transcript shall be treated only as
13 actually designated. A Designating Party may also request a reasonable extension of the
14 presumptive review period, if needed, of up to thirty (30) total days. The Designating
15 Party shall specify, for each portion, the level of protection being asserted, except that
16 when it is impractical to identify separately each portion of testimony (including exhibits)
17 that is entitled to protection and it appears that substantial portions may qualify, the
18 Designating Party may invoke on the record, before the deposition is concluded, a right to
19 have thirty (30) days from receipt of the deposition transcript or copy thereof (or written
20 notification that the transcript is available) to specify the portions as to which protection
21 is sought. In such event, the entire deposition transcript (including exhibits) shall be
22 treated as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY”
23 under this Order until the expiration of the above-referenced thirty-day period for
24 designation by letter of counsel (except that the deponent may review the transcript of his
25 or her own deposition during this thirty-day period). Counsel for any Designating Party
26 shall have the right to exclude from oral depositions any person (other than the deponent,
27 deponent’s counsel, reporter, and videographer (if any)) who is not authorized by this
28 Order to receive or access protected testimony or exhibits. If portions of a videotaped

deposition are designated as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY,” the videocassette or other videotape container shall be labeled with the appropriate Confidential legend.

[c] for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY” as appropriate. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

[d] to the extent that matter stored or recorded in the form of electronic or magnetic media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, discs, networks or tapes) (“Computerized Material”) is produced by any Party in such form, the Producing Party may designate such matter as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY” by cover letter referring generally to such matter or by affixing to such media a label with the appropriate Confidential legend. Whenever any party to whom Computerized Material designated as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY” is produced reduces such material to hard-copy form, such party shall mark such hard-copy form with the appropriate Confidential legend.

5.4 Qualified Protective Order.

This protective order meets the requirements of a qualified protective order as defined in 45 C.F.R. Part 164.512(e)(1)(v) and pursuant to California Civil Code § 56 *et seq.*

5.5 Inadvertent Failures To Designate.

The inadvertent or unintentional designation or production of documents containing, or other disclosure of, confidential information without being designated as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY” at the time of designation, production or disclosure shall not be deemed a waiver in whole or in part of

1 a Party's claim of confidentiality or secrecy, either as to the specific information or as to
2 any other information relating thereto or on the same or related subject matter. Any
3 inadvertent designation or disclosure shall be corrected as soon as reasonably possible
4 after the designating Party becomes aware of the error.

5 If corrected as soon as reasonably possible, an inadvertent failure to designate
6 qualified information or items does not, standing alone, waive the Designating Party's
7 right to secure protection under this Order for such material. Upon such correction of a
8 designation, the Receiving Party must make reasonable efforts to assure that the material
9 is treated in accordance with the provisions of this Order.

10 5.6 Privilege Maintained.

11 The inadvertent production of documents and information, if corrected as soon as
12 reasonably possible, shall not constitute a waiver in this Action, or any other litigation or
13 matter, of any privilege (including, without limitation, the attorney-client privilege and
14 the attorney work product privilege) applicable to the produced materials or for any other
15 privileged or immune materials containing the same or similar subject matter. The
16 Protective Order encompasses an Order under the Federal Rule of Evidence 502(d) that
17 any privilege that may have been raised in the documents produced in this Action is not
18 waived as a result of inadvertent disclosure of those documents in connection with this
19 Action, if corrected as soon as reasonably possible, and this Protective Order governs all
20 persons or entities in all state or federal proceedings, whether or not they were parties to
21 this Action. The fact of inadvertent production of privileged information or documents
22 by any producing Party in this Action shall not be used as a basis for arguing that a claim
23 of privilege or work product has been waived in any other proceeding. Without limiting
24 the foregoing, the Protective Order shall not affect the Parties' legal rights to assert
25 privilege claims over documents in any other proceeding.

26 5.7 Filing of Designated Material

27 The filing of any documents and materials with the Court containing or reflecting
28 the contents of information marked "CONFIDENTIAL" or "CONFIDENTIAL

1 ATTORNEYS EYES ONLY” shall be governed by Local Rule 79-5.1. Each party shall
2 use its best efforts to minimize filings that necessitate the filing of documents and
3 materials designated “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS EYES
4 ONLY” under seal. Without written permission from the Producing Party or a Court
5 order, a Party may not file in the public record in this Action any designated
6 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS EYES ONLY” information.
7 Filings may be made under seal only pursuant to a court order authorizing the sealing of
8 the specific material at issue. The fact that a document has been designated
9 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS EYES ONLY” under this
10 Order is insufficient to justify filing under seal. Instead, parties must explain the basis for
11 confidentiality of each document sought to be filed under seal. If a Party’s request to file
12 designated material under seal pursuant to L.R. 79-5.1 is denied by the Court, then the
13 Receiving Party may file the material in the public record unless (1) the Producing or
14 Designating Party seeks reconsideration within four business days of the denial, or (2) as
15 otherwise instructed by the Court.

16 An application for disclosure of sealed documents shall be governed by Local Rule
17 79-5.3. Documents filed under seal may be unsealed at the Court’s discretion.

18 **6. PROTECTED HEALTH INFORMATION.**

19 The current parties (and their attorneys) and any future parties (and their attorneys)
20 to the Action are hereby authorized to receive, subpoena, and transmit “protected health
21 information” (“PHI”) pertaining to the health care claims at issue in this litigation to the
22 extent and subject to the terms outlined herein, which shall be marked as
23 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” except as to parties who possessed
24 the PHI apart from this Action, as to which it shall be considered “CONFIDENTIAL.”

25 a. For the purposes of this Order, “PHI” shall have the same scope and
26 definition as set forth in 45 C.F.R. § 160.103. Without limiting the generality of the
27 foregoing, “PHI” includes, but is not limited to health information including
28 demographic information relating to (i) the past, present, or future physical or

1 mental condition of an individual, (ii) the provision of care to an individual, or
2 (iii) the past, present, or future payment for health care services provided to an
3 individual which identifies the individual or which reasonably could be expected to
4 identify the individual involved in a health insurance claim at issue in this
5 litigation.

6 b. All “covered entities” (as defined by 45 C.F.R. § 160.103) are hereby
7 authorized to disclose PHI pertaining to the claims at issue in this litigation to all
8 attorneys now of record in this matter or who may become of record in the future
9 of this litigation.

10 c. The parties and their attorneys shall be permitted to use the PHI
11 pertaining to the claims at issue in this litigation in any manner that is reasonably
12 connected with the above-captioned litigation. This includes but is not limited to,
13 disclosures to the parties’ House Counsel, their attorneys of record, the attorneys’
14 firm (i.e., attorneys, support staff, agents, and consultants), the parties’ experts,
15 consultants, court personnel, court reporters, copy services, trial consultants, jurors,
16 venire members, and other entities involved in the litigation process and authorized
17 to receive CONFIDENTIAL information.

18 d. This Order shall not control or limit the use of PHI pertaining to the
19 claims at issue in this litigation that comes into the possession of any party or any
20 party’s attorney from a source other than a Party or Non-Party to this Action in the
21 course of conducting this Action.

22 e. Nothing in this Order authorizes any party to obtain medical records
23 or other PHI through means other than formal discovery requests, subpoena,
24 settlement correspondence between attorneys of record in this Action, or
25 deposition.

26 **7. USE OF CONFIDENTIAL INFORMATION**

27 Information designated as “CONFIDENTIAL” or “CONFIDENTIAL
28 ATTORNEYS’ EYES ONLY” shall not be used by any person, other than the Producing

1 Party, for any purpose other than conducting or attempting to resolve this Action, and in
2 no event shall such information be used for any business, competitive, personal, private,
3 public or other purpose.

4 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 **8.1 Timing of Challenges.**

6 Any Party or Non-Party may challenge a designation of confidentiality at any time
7 that is consistent with the Court's Scheduling Order.

8 **8.2 Meet and Confer.**

9 The Challenging Party shall initiate the dispute resolution process under Local
10 Rule 37.1, *et seq.*

11 **8.3 Burden of Persuasion.**

12 The burden of persuasion in any such challenge proceeding shall be on the
13 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*,
14 to harass or impose unnecessary expenses and burdens on other parties) may expose the
15 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
16 the confidentiality designation, all parties shall continue to afford the material in question
17 the level of protection to which it is entitled under the Producing Party's designation until
18 the Court rules on the challenge.

19 **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 **9.1 Basic Principles.**

21 A Receiving Party may use Protected Material that is disclosed or produced by
22 another Party or Non-Party in connection with this Action only for prosecuting,
23 defending, or attempting to settle this Action. Such Protected Material may be disclosed
24 only to the categories of persons and under the conditions described in this Order. When
25 the Action has been terminated, a Receiving Party must comply with the provisions of
26 section 13 below (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a
28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 9.2 Disclosure of “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’
3 EYES ONLY” Information or Items.

4 Unless otherwise ordered by the court or permitted in writing by the Designating
5 Party, a Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

7 [a] the Receiving Party’s Outside Counsel of Record in this Action, as well as
8 employees of said Outside Counsel of Record to whom it is reasonably necessary to
9 disclose the information for this Action;

10 [b] the officers, directors, and employees (including House Counsel) of the
11 Receiving Party to whom disclosure is reasonably necessary for this Action;

12 [c] experts (as defined in this Order) of the Receiving Party to whom disclosure is
13 reasonable necessary for this Action and who have signed the “Acknowledgment and
14 Agreement to Be Bound” (Exhibit A);

15 [d] the court and its personnel;

16 [e] court reporters and their staff;

17 [f] outside photocopying, data processing or graphic production services employed
18 in confidence by the Parties or their Outside Counsel of Record to assist in this Action;

19 [g] professional jury or trial consultants, mock jurors, and Professional Vendors to
20 whom disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 [h] the author or recipient of a document containing the information or a custodian
23 or other person who otherwise possessed or knew the information;

24 [i] during their depositions, witnesses, and attorneys for witnesses, in the Action to
25 whom disclosure is reasonably necessary provided: (1) the deposing party requests that
26 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted
27 to keep any confidential information unless they sign the “Acknowledgment and
28 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party

1 or ordered by the court. Pages of transcribed deposition testimony or exhibits to
2 depositions that reveal Protected Material may be separately bound by the court reporter
3 and may not be disclosed to anyone except as permitted under this Stipulated Protective
4 Order; and

5 [j] in confidence to any mediator or settlement officer, and their supporting
6 personnel, mutually agreed upon by any of the parties engaged in settlement discussions;

7 [k] any other person to whom the Producing Party agrees in writing or on the
8 record in advance of the disclosure, provided that the Party seeking to make the
9 disclosure must first submit a request, in writing or on the record, to the Producing Party
10 explaining why the disclosure is necessary. If the Producing Party does not agree to allow
11 the disclosure, the Party seeking to make the disclosure may file a motion with the Court
12 for approval to make the disclosure.

13 Unless otherwise ordered by the court or permitted in writing by the Designating
14 Party, a Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL ATTORNEYS’ EYES ONLY” only to the individuals listed in [a],
16 and [c] through [k] above, as well as House Counsel of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action.

18 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation that
21 compels disclosure of any information or items designated in this Action as
22 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY,” that Party
23 must:

24 [a] promptly notify in writing the Designating Party. Such notification shall
25 include a copy of the subpoena or court order;

26 [b] promptly notify in writing the party who caused the subpoena or order to issue
27 in the other litigation that some or all of the material covered by the subpoena order is
28 subject to this Protective Order. Such notification shall include a copy of this Stipulated

1 Protective Order; and

2 [c] cooperate with respect to all reasonable procedures sought to be pursued by the
3 Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served with the
5 subpoena or court order shall not produce any information designated in this action as
6 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY” before a
7 determination by the court from which the subpoena or order issued, unless the Party has
8 obtained the Designating Party’s permission. The Designating Party shall bear the
9 burden and expense of seeking protection in that court of its confidential material and
10 nothing in these provisions should be construed as authorizing or encouraging a
11 Receiving Party in this Action to disobey a lawful directive from another court.

12 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 [a] The terms of this Order are applicable to information produced by a Non-Party
15 in this Action and designated “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’
16 EYES ONLY.” Such information produced by Non-Parties in connection with this
17 litigation is protected by the remedies and relief provided by this Order. Nothing in these
18 provisions should be construed as prohibiting a Non-Party from seeking additional
19 protections.

20 [b] In the event that a Party is required, by a valid discovery request, to produce a
21 Non-Party’s confidential information in its possession, and the Party is subject to an
22 agreement with the Non-Party not to produce the Non-Party’s confidential information,
23 then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party that
25 some or all of the information requested is subject to a confidentiality agreement with a
26 Non-Party;

27 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
28 Order in this Action, the relevant discovery request(s), and a reasonably specific

1 description of the information requested; and

2 (3) make the information requested available for inspection by the Non-
3 Party, if requested.

4 [c] If the Non-Party fails to seek a protective order from this court within 14 days
5 of receiving the notice and accompanying information, the Receiving Party may produce
6 the Non-Party's confidential information responsive to the discovery request, and shall
7 not withhold production on the basis of Non-Party confidentiality. If the Non-Party
8 timely seeks a protective order, the Receiving Party shall not produce any information in
9 its possession or control that is subject to the confidentiality agreement with the Non-
10 Party before a determination by the court. Absent a court order to the contrary, the Non-
11 Party shall bear the burden and expense of seeking protection in this court of its Protected
12 Material.

13 **12.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
17 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
18 all unauthorized copies of Protected Material, (c) inform the person or persons to whom
19 unauthorized disclosures were made of all the terms of this Order, and (d) request such
20 person or persons to execute the "Acknowledgement and Agreement to Be Bound" that is
21 attached as Exhibit A.

22 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
23 **PROTECTED MATERIAL**

24 When a Producing Party gives notice to the Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection, the
26 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
27 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
28 established in an e-discovery order that provides for production without prior privilege

1 review. The Parties' agreement pursuant to Federal Rule of Evidence 502(d) and (e) is
2 set forth above in paragraph 5.6.

3 **14.USE OF CONFIDENTIAL INFORMATION AT TRIAL**

4 The rules and procedures governing the use of Confidential Information at trial
5 shall be determined by the Court at the final pretrial conference.

6 **15.PRESERVATION OF RIGHTS AND PRIVILEGES**

7 Nothing contained in this Order shall affect the right, if any, of any party or
8 witness to make any other type of objection, claim, or other response to discovery
9 requests, including, without limitation, interrogatories, requests for admissions, requests
10 for production of documents or questions at a deposition. Nor shall this Order be
11 construed as a waiver by any party of any legally cognizable privilege to withhold any
12 Confidential Information other than on the basis that it has been designated Confidential,
13 or of any right which any Party may have to assert such privilege at any stage of this
14 litigation. Further, the inadvertent failure to designate any information as
15 "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS' EYES ONLY" shall not
16 constitute a waiver of any Party or Non-Party's claim, either within or outside this
17 Action, that any such information does contain trade secrets, proprietary information or is
18 otherwise confidential and not subject to disclosure.

19 **16.RETURN OR DESTRUCTION OF MATERIALS**

20 Within sixty (60) business days after the Final Resolution of this Action (including
21 conclusion of any appeal), all "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS'
22 EYES ONLY" Information shall be returned to Counsel of Record for the Party or Non-
23 Party that produced it or shall be destroyed. As to those materials that contain or reflect
24 "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS' EYES ONLY" Information,
25 but that constitute or reflect Counsel's work product, Counsel of Record for the Parties,
26 or Non-parties, shall be entitled to retain such work product in their files in accordance
27 with the provisions of this Order. Unless otherwise permitted herein, such materials may
28 not be used in connection with any other proceeding or action. Counsel shall be entitled

1 to retain correspondence, pleadings, affidavits, motions, briefs, other papers filed with the
2 Court, deposition transcripts, expert reports, legal memoranda, attorney and expert work
3 product, and the trial record (including exhibits) even if such materials contain
4 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY” information,
5 so long as such materials are clearly marked to reflect that they contain information
6 subject to this Order and may not be used in connection with any other proceeding or
7 action (except as otherwise permitted herein). Any such archival copies that contain or
8 constitute Protected Material remain subject to this Protective Order as set forth in
9 Section 4 (DURATION). However, apart from such archival copies,
10 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY” information
11 that is constituted by PHI that was not otherwise in a party’s possession apart from this
12 Action must be destroyed. Nothing in this paragraph shall require the removal of
13 information from backup tapes or other archival locations that are not accessible without
14 forensic restoration efforts.

15 **17. MISCELLANEOUS**

16 a. The restrictions set forth in this Order shall not apply to documents or
17 information designated “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’
18 EYES ONLY” that are publicly available or that are obtained independently and under
19 rightful means by the Receiving Party, unless they became so due to a violation of this
20 Order.

21 b. A Party’s compliance with the terms of this Order shall not operate as an
22 admission that any particular document is or is not (a) confidential, (b) privileged or
23 (c) admissible in evidence at trial.

24 c. This Order shall apply to Non-Parties who provide discovery, by deposition,
25 production of documents or otherwise, in this Action, if said Non-Party requests, in
26 writing, the protection of this Order as to said Non-Party’s “CONFIDENTIAL” or
27 “CONFIDENTIAL ATTORNEYS’ EYES ONLY” Information and complies with the
28 provisions of this Order.

1 d. Upon the Final Resolution of this Action (including conclusion of any
2 appeal), this Order shall remain in effect and continue to be binding, unless expressly
3 modified, superseded, or terminated by consent of all parties or by Order of the Court.
4 This Court expressly retains jurisdiction over this Action for enforcement of the
5 provisions of this Order following the Final Resolution of this litigation.

6 e. This Order shall not prevent a Party from applying to the Court for relief
7 therefrom, or from applying to the Court for further or additional protective orders, or
8 from agreeing to modifications of this Order, subject to the approval of the Court.

9 f. The Court may amend, modify or dissolve this Protective Order at any time.

10 g. By stipulating to the entry of this Protective Order no Party waives any right
11 it otherwise would have to object to disclosing or producing any information or item on
12 any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
13 any right to object on any ground to use in evidence of any of the material covered by this
14 Protective Order.

15 **18. VIOLATION**

16 Any violation of this Order may be punished by any and all appropriate measures
17 including, without limitation, contempt proceedings and/or monetary sanctions.

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print full name], of

_____ [print or type full business address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for the
Central District of California on [date] in the case of *Dual Diagnosis Treatment Center,
Inc, et al. v. Blue Cross of California dba Anthem Blue Cross, et al.* Case No.: SACV15-
00736 DOC (RNBx). I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to comply
could expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject to
this Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order. I further agree to submit to the jurisdiction of the United
States District Court for the Central District of California for the purpose of enforcing the
terms of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action. I hereby appoint _____
[print or type full name] of

_____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this Stipulate
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed named: _____

Signature: _____

1 DATED: September 21, 2016

STRIS & MAHER LLP

2
3
4 /s/ Peter K. Stris

Peter K. Stris

5 Attorneys for Plaintiffs DUAL DIAGNOSIS
TREATMENT CENTER, INC., et al.

6
7 DATED: September 21, 2016

FOLEY & LARDNER LLP

Eileen R. Ridley

8 Michael A. Naranjo

9 Alan R. Ouellette

10
11 /s/ Eileen R. Ridley

Eileen R. Ridley

12 Attorneys for Defendants BLUE CROSS OF
13 CALIFORNIA, dba ANTHEM BLUE
14 CROSS, ANTHEM HEALTH PLANS, INC.,
15 dba ANTHEM BLUE CROSS AND BLUE
16 SHIELD, ANTHEM HEALTH PLANS OF
17 KENTUCKY, INC., dba ANTHEM BLUE
18 CROSS AND BLUE SHIELD, ANTHEM
19 INSURANCE COMPANIES, INC., dba
20 ANTHEM BLUE CROSS AND BLUE
21 SHIELD, COMMUNITY INSURANCE
22 COMPANY, dba ANTHEM BLUE CROSS
23 AND BLUE SHIELD, EMPIRE HEALTH
24 CHOICE ASSURANCE, INC., dba EMPIRE
25 BLUE CROSS AND BLUE SHIELD,
26 ROCKY MOUNTAIN HOSPITAL AND
27 MEDICAL SERVICE, INC., dba ANTHEM
28 BLUE CROSS AND BLUE SHIELD,
ANTHEM HEALTH PLANS OF VIRGINIA,
INC., BLUE CROSS AND BLUE SHIELD
OF GEORGIA, INC., BLUE CROSS BLUE
SHIELD OF WISCONSIN, erroneously sued
as THE ANTHEM COMPANIES, INC.,
ACWA/JPIA EMPLOYEE BENEFITS
PROGRAM, AMERIFLIGHT, LLC GROUP
LIFE & HEALTH INSURANCE PLAN,
BANK OF THE WEST EMPLOYEE
BENEFIT PLAN, BLOOMBERG L.P.
HEALTH AND WELFARE PLAN, CNS
HEALTH AND WELFARE BENEFITS
PLAN, EINSTEIN NOAH RESTAURANT
GROUP, INC. EMPLOYEE BENEFIT
PLAN, ERNST & YOUNG MEDICAL
PLAN, FERGUSON ENTERPRISES INC.

STIPULATED PROTECTIVE ORDER
Case No. SACV15-00736 DOC (RNBx)

1 FLEXIBLE BENEFITS PLAN, FOLLETT
2 CORPORATION WELFARE BENEFIT
3 PLAN, erroneously sued as FOLLETT
4 CORPORATION EMPLOYEES BENEFIT
5 TRUST, GENTIVA HEALTH SERVICES
6 HEALTH & WELFARE PLAN,
7 GLOBECAST HEALTH AND WELFARE
8 BENEFITS PLAN, HOME DEPOT
9 MEDICAL AND DENTAL PLAN,
10 erroneously sued as HOME DEPOT
11 WELFARE BENEFITS PLAN, INTEL
12 CORPORATION HEALTH AND
13 WELFARE BENEFIT PLAN, INTEVAC
14 LIFE AND WELFARE PLAN, KENTUCKY
15 CONSTRUCTION INDUSTRY TRUST,
16 LECROY HEALTH AND DISABILITY
17 BENEFIT PLAN, LIVE NATION
18 ENTERTAINMENT, INC. GROUP
19 BENEFITS PLAN, NORTHROP
20 GRUMMAN CORPORATION GROUP
21 BENEFITS PLAN, PEAK FINANCE
22 COMPANY GROUP HEALTH PLAN,
23 PEPSCO EMPLOYEE HEALTH CARE
24 PROGRAM, SAGE SOFTWARE INC. AND
25 CO-SPONSORING AFFILIATES HEALTH
26 AND WELFARE PLAN, SALLIE MAE
27 EMPLOYEES COMPREHENSIVE
28 WELFARE BENEFITS PLAN, SHEET
METAL WORKERS LOCAL NO. 40
HEALTH FUND, THE AEROSPACE
CORPORATION GROUP HOSPITAL-
MEDICAL PLAN, THE KROGER CO.
HEALTH & WELFARE BENEFIT PLAN,
THE LILLY EMPLOYEE WELFARE
PLAN, THE LINCOLN ELECTRIC
COMPANY WELFARE BENEFITS PLAN,
THE STEAK N SHAKE EMPLOYEE
BENEFIT PLAN, VERIZON NATIONAL
PPO WEST, VIASAT INC. EMPLOYEE
BENEFIT PLAN and XEROX
CORPORATION WELFARE PLAN

1 DATED: September 21, 2016

GORDON AND REES LLP

Ronald K. Alberts
Hilary E. Feybush
Jennifer Marks Ghosland

/s/ Ronald K. Alberts

Ronald K. Alberts
Attorneys for Defendants ALLTECH, INC.
BENEFIT PLAN and
EHEALTHINSURANCE SERVICES INC.

8 DATED: September 21, 2016

VON BEHREN AND HUNTER LLP

William E. von Behren
Carol B. Lewis
Joann V. Lee

/s/ William E. von Behren

William E. von Behren
Attorneys for Defendants ALASKA AIR
GROUP, INC. WELFARE BENEFIT PLAN,
ASANTE EMPLOYEE BENEFITS PLAN,
BLUE CROSS BLUE SHIELD OF
TENNESSEE, INC., BLUE CROSS AND
BLUE SHIELD OF FLORIDA, INC. d/b/a
FLORIDA BLUE, BLUE CROSS AND
BLUE SHIELD OF MASSACHUSETTS
HMO BLUE, INC., BLUE CROSS AND
BLUE SHIELD OF MASSACHUSETTS,
INC., BLUE CROSS AND BLUE SHIELD
OF NORTH CAROLINA, BLUE CROSS
AND BLUE SHIELD OF SOUTH
CAROLINA, BLUE CROSS OF
NORTHEASTERN PENNSYLVANIA, C.R.
BARD, INC. EMPLOYEE BENEFIT PLAN,
CALIFORNIA PHYSICIANS SERVICE
d/b/a BLUE SHIELD OF CALIFORNIA,
CHICOS FAS, INC. HEALTH &
WELFARE BENEFIT PLAN,
COMMUNITY HEALTH SYSTEMS
HEALTH PLAN, COVANCE, INC.
HEALTH & WELFARE PLAN, DYCOM
INDUSTRIES HEALTH AND WELFARE
PLAN, EXCELLUS HEALTH PLAN, INC.,
F.N.B. CORPORATION HEALTH AND
WELFARE PLAN, F5 NETWORKS, INC.
EMPLOYEE BENEFIT PLAN, FASTRAC
MARKETS LLC EMPLOYEE WELFARE
BENEFIT PLAN, FRESNIUS MEDICAL

CARE NORTH AMERICA MEDICAL PLAN, erroneously sued as NATIONAL MEDICAL CARE, INC. GROUP MEDICAL, DENTAL, LIFE AND AD&D PLAN, GKN EMPLOYEE WELFARE BENEFIT PLAN, GENERAL NUTRITION GROUP INSURANCE PLAN, GLOBYS, INC. GROUP HEALTH PLAN, HENRY SCHEIN, INC. MANAGED CARE PLAN, HIGHMARK BCBSD, INC., HIGHMARK BLUE CROSS BLUE SHIELD, HIGHMARK BLUE SHIELD, HIGHMARK, INC. d/b/a HIGHMARK BLUE SHIELD, HORIZON HEALTHCARE SERVICES, INC. d/b/a HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY, INLANDBOATMENS UNION OF THE PACIFIC NATIONAL HEALTH BENEFIT TRUST, INTERRAIL SIGNALS, INC. WELFARE BENEFIT PLAN, JENNINGS AMERICAN LEGION HOSPITAL EMPLOYEE BENEFIT PLAN, LOUISIANA HEALTH SERVICE & INDEMNITY COMPANY BLUE CROSS AND BLUE SHIELD OF LOUISIANA, MACHINISTS HEALTH & WELFARE TRUST FUND, MARTIN MARIETTA MEDICAL PLAN, NATURES PATH FOODS, INC. WELFARE BENEFIT PLAN, NORTHERN CALIFORNIA SHEET METAL WORKERS, NOVARTIS CORPORATION WELFARE BENEFIT PLAN, OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. GROUP MEDICAL PLAN, ORASURE TECHNOLOGIES INC. HEALTH AND WELFARE PLAN, PEAK 10, INC. EMPLOYEE BENEFIT PLAN, PREMERA BLUE CROSS, PREMERA BLUE CROSS BLUE SHIELD OF ALASKA, PROFIT INSIGHT HOLDINGS LLC GROUP HEALTH PLAN, PUBLIX SUPER MARKETS, INC. GROUP HEALTH BENEFIT PLAN, PUGET SOUND PILOTS GROUP HEALTH PLAN, RAYONIER, INC. WELFARE PLANS, REGENCE BLUECROSS BLUESHIELD OF OREGON, erroneously sued herein as REGENCE INSURANCE HOLDING CORPORATION; REGENCE BLUECROSS BLUESHIELD OF UTAH, erroneously sued herein as REGENCE INSURANCE HOLDING CORPORATION; REGENCE BLUESHIELD erroneously sued herein as REGENCE INSURANCE HOLDING CORPORATION; SAS INSTITUTE INC.

1 WELFARE BENEFITS PLAN, SCANA
2 CORPORATION HEALTH & WELFARE
3 PLAN, SEABRIGHT INSURANCE
4 COMPANY GROUP HEALTH PLAN,
5 SIMMONS WELFARE BENEFIT PLAN,
6 SPOKANE TEACHERS CREDIT UNION
7 EMPLOYEE MEDICAL & DENTAL
8 PLAN, TUV AMERICA, INC.
9 INSURANCE BENEFITS PLAN, THE
10 MASTER BUILDERS ASSOCIATION
11 HEALTH INSURANCE TRUST, TRINET
12 EMPLOYEE BENEFIT INSURANCE
13 PLAN, UNITED STATES STEEL PLAN
14 FOR ACTIVE EMPLOYEE INSURANCE
15 BENEFITS, U.S. RENAL CARE, INC.,
16 WELLMARK OF SOUTH DAKOTA, INC.
17 and WELLMARK, INC.

18 DATED: September 21, 2016

19 **REED SMITH LLP**
20 Dan J. Hofmeister, Jr.
21 Amir Shlesinger
22 Monica J. Zi

23 /s/ Dan J. Hofmeister, Jr.

24 Dan J. Hofmeister, Jr.
25 Attorneys for Defendants 3M
26 EMPLOYEES' WELFARE BENEFITS
27 ASSOCIATION (TRUST II) PLAN,
28 BCBSM, INC. d/b/a BLUE CROSS BLUE
SHIELD OF MINNESOTA, BLUE CROSS
AND BLUE SHIELD OF KANSAS CITY
d/b/a BLUE KC (erroneously sued as
"BLUE CROSS AND BLUE SHIELD OF
KANSAS CITY, INC.", BLUE CROSS
AND BLUE SHIELD OF KANSAS, INC.,
BLUE CROSS AND BLUE SHIELD OF
NEBRASKA, BLUE CROSS OF IDAHO
HEALTH SERVICE, INC., CARGILL
INCORPORATED & PARTICIPATING
AFFILIATES GROUP HEALTH PLAN,
CONSTRUCTION INDUSTRY
LABORERS WELFARE FUND,
EMPLOYEES' BENEFIT PLAN OF
GENERAL MILLS, INC., WALTER
INVESTMENT MANAGEMENT CORP.
COMPREHENSIVE WELFARE BENEFIT
PLAN (formerly known as GREEN TREE
COMPREHENSIVE WELFARE PLAN),
HDR, INC. GROUP INSURANCE PLAN,
J.R. SIMPLOT COMPANY GROUP
HEALTH & WELFARE PLAN,

1 ALBERTSON'S LLC HEALTH &
2 WELFARE BENEFIT PLAN, LAYNE
3 CHRISTENSEN COMPANY HEALTH
4 AND WELFARE PLAN, MDU
5 RESOURCES GROUP, INC. HEALTH
6 AND WELFARE BENEFITS PROGRAM,
7 MEDTRONIC, INC. GROUP INSURANCE
8 PLAN, METAL-MATIC, INC. WELFARE
9 BENEFIT PLAN, ST. LUKES LUTHERAN
CARE CENTER EMPLOYEE HEALTH
CARE PLAN, TRANSPORT
CORPORATION OF AMERICA, INC.
EMPLOYEE HEALTH AND WELFARE
BENEFIT PLAN, TWIN CITIES BAKERY
DRIVERS HEALTH & WELFARE FUND
and UNIVERSITY OF NEBRASKA
FOUNDATION

10 DATED: September 21, 2016

O'MELVENY AND MYERS LLP

Brian D. Boyle
Matthew W. Close
Raymond Collins Kilgore

15 /s/ Brian D. Boyle

16 Brian D. Boyle
17 Attorneys for Defendants ACTIVE POWER,
18 INC. HEALTH AND WELFARE PLAN,
19 ARDENT HEALTH SERVICES WELFARE
20 BENEFIT PLAN, BAXTER
21 INTERNATIONAL INC. AND
22 SUBSIDIARIES WELFARE BENEFIT
23 PLAN, CONSOLIDATED GRAPHICS,
24 INC. GROUP BENEFITS PLAN, DELTA
25 KAPPA GAMMA SOCIETY
26 INTERNATIONAL HEALTH BENEFIT
27 PLAN, DIRT FREE FLOOD SERVICES
28 INC. HEALTH BENEFIT PLAN, ELLIOTT
ELECTRIC SUPPLY, L.P. HEALTH
BENEFIT PLAN, ENSCO HEALTH PLAN,
GROUP HEALTH & WELFARE
BENEFITS PLAN OF AMERICAN EAGLE
AIRLINES, INC. & ITS AFFILIATES, H.E.
BUTT GROCERY COMPANY WELFARE
BENEFIT PLAN, HEALTH CARE
SERVICE CORPORATION, A MUTUAL
LEGAL RESERVE COMPANY d/b/a
BLUECROSS BLUESHIELD OF

1 ILLINOIS, BLUECROSS BLUESHIELD
2 OF MONTANA, BLUECROSS
3 BLUESHIELD OF NEW MEXICO,
4 BLUECROSS BLUESHIELD OF
5 OKLAHOMA, and/or BLUECROSS
6 BLUESHIELD OF TEXAS, IESI
7 CORPORATION EMPLOYEE WELFARE
8 BENEFITS PLAN, ION GEOPHYSICAL
9 CORPORATION GROUP HEALTH PLAN,
10 PIONEER ENERGY SERVICES CORP.
11 GROUP HEALTH PLAN, RANDALL S.
12 FUDGE P.C. EMPLOYEE BENEFITS
13 PLAN, SOUTHWEST SHIPYARD, L.P.
14 CAFETERIA PLAN, TENET EMPLOYEE
15 BENEFIT PLAN, THE GROUP LIFE AND
16 HEALTH BENEFITS PLAN FOR
17 EMPLOYEES OF PARTICIPATING AMR
18 CORPORATION SUBSIDIARIES,
19 UNITED SURGICAL PARTNERS, INTL
20 WELFARE BENEFIT PLAN and XEROX
21 BUSINESS SERVICES, LLC FUNDED
22 WELFARE BENEFIT PLAN
23
24
25
26
27
28

DATED: September 21, 2016

**AKIN GUMP STRAUSS HAUER AND
FELD LLP**

Robert B. Humphreys
Katherine M. Katchen

/s/ Katherine M. Katchen

Katherine M. Katchen
Attorneys for Defendants BRICKLAYERS
AND ALLIED CRAFTWORKERS LOCAL
1 PA/DE HEALTH & WELFARE FUND
and INDEPENDENCE BLUE CROSS, INC.

1 DATED: September 21, 2016

MORGAN LEWIS AND BOCKIUS LLP

2 Nicole A. Diller
3 Donald L. Havermann
4 Anna Kim
5 Andrew G. Sakallaris

6 /s/ Nicole A. Diller

7 Nicole A. Diller
8 Attorneys for Defendants GEICO
9 CORPORATION CONSOLIDATED
10 WELFARE BENEFITS PROGRAM,
11 BIMBO BAKERIES USA HEALTH AND
12 WELFARE PLAN, OWENS-ILLINOIS,
INC. HOURLY EMPLOYEES WELFARE
BENEFIT PLAN FOR ACTIVE
EMPLOYEES, and MERCY HEALTH
SERVICES, INC. AND SUBSIDIARIES
MEDICAL PLAN

13 DATED: September 21, 2016

COPPERSMITH BROCKELMAN PLC

14 Keith Beauchamp

15
16 /s/ Keith Beauchamp

17 Keith Beauchamp
18 Shelley Tolman
19 Attorneys for Defendants BLUE CROSS &
20 BLUE SHIELD OF ARIZONA, INC.
21 EMPLOYEE HEALTH PLAN, BLUE
22 CROSS AND BLUE SHIELD OF
23 ARIZONA, INC. and TUCSON ELECTRIC
24 POWER COMPANY EMPLOYEE GROUP
25 INSURANCE PLAN
26
27
28

1 DATED: September 21, 2016

NEIL J. BARKER APC
Neil J. Barker

2
3
4 /s/ Neil J. Barker

5 Neil J. Barker
6 Attorneys for Defendants BLUE CROSS
7 BLUE SHIELD OF MICHIGAN, BLUE
8 CROSS AND BLUE SHIELD OF
9 ALABAMA, MUELLER WATER
10 PRODUCTS, INC. FLEXIBLE BENEFITS
11 PLAN, TAC MANUFACTURING, INC.
EMPLOYEE WELFARE BENEFIT PLAN
and USUI INTERNATIONAL GROUP
HEALTH & WELFARE PLAN

12 DATED: September 21, 2016

13
14 /s/ Patrick P. de Gravelles

15 Patrick P. de Gravelles
16 Attorneys for Defendants CAREFIRST OF
17 MARYLAND, INC. d/b/a CAREFIRST
18 BLUECROSS BLUESHIELD and GROUP
HOSPITALIZATION AND MEDICAL
SERVICES, INC. d/b/a CAREFIRST
BLUECROSS BLUESHIELD

19 DATED: September 21, 2016

20 **LAW OFFICES OF RONALD S.**
KRAVITZ
21 Ronald S. Kravitz

22
23 /s/ Ronald S. Kravitz

24 Ronald S. Kravitz
25 Attorneys for Defendants HUNTINGTON
26 BANCSHARES INCORPORATED
HEALTH CARE PLAN and WELLS
FARGO & CO. HEALTH PLAN

1 DATED: September 21, 2016

VALLE MAKOFF LLP
John M. Moscarino

**BENESCH FRIEDLANDER COPLAN &
ARONOFF LLP**

Maynard A. Buck
Christopher J. Lalak
Katrina O. Tesner

/s/ Maynard A. Buck

Maynard A. Buck
Attorneys for Defendant EATON
CORPORATION MEDICAL PLAN FOR
U.S. EMPLOYEES

11 DATED: September 21, 2016

HUNTON AND WILLIAMS LLP
Phillip J. Eskenazi
Alexandrea H .Young

/s/ Alexandrea H. Young

Alexandrea H .Young
Attorneys for Defendant L BRANDS, INC.
HEALTH AND WELFARE BENEFITS
PLAN (formerly known and sued as Limited
Brands, Inc. Health and Welfare Benefits
Plan)

20 DATED: September 21, 2016

BRYAN CAVE LLP
William B. Brockman
Christopher L. Dueringer
Nancy Franco

/s/ William B. Brockman

William B. Brockman
Attorneys for Defendant MEDIANEWS
GROUP WELFARE BENEFITS PLAN

1 DATED: September 21, 2016

BURKE WILLIAMS AND SORENSEN LLP

Melissa M. Cowan

Keiko J. Kojima

5 /s/ Melissa M. Cowan

Melissa M. Cowan

Attorneys for Defendant THE MILTON S.

HERSHEY MEDICAL CENTER HEALTH

AND WELFARE PLAN

9 DATED: September 21, 2016

GOODWIN PROCTER LLP

Molly K. Madden

Hong-An Vu

13 /s/ Molly K. Madden

Molly K. Madden

Attorneys for Defendant VERTICAL

SEARCH WORKS, INC. MEDICAL PLAN

16 DATED: September 21, 2016

BROWNE GEORGE ROSS LLP

Eric M. George

Keith J. Wesley

20 /s/ Eric M. George

Eric M. George

Attorneys for Defendant WEBMD HEALTH

& WELFARE PLAN

1 DATED: September 21, 2016

BINGHAM GREENEBAUM DOLL LLP

Janet P. Jakubowicz (*Pro Hac Vice*)

Kate B. Ward (*Pro Hac Vice*)

NOSSAMAN LLP

James H. Vorhis

Jill N. Jaffe

/s/ Jill N. Jaffe

Jill N. Jaffe

Attorneys for Defendant HL FINANCIAL
SERVICES, LLC EMPLOYEE BENEFITS
PLAN

11 DATED: September 21, 2016

MUSICK, PEELER & GARRETT LLP

Dan Woods

/s/ Dan Woods

Dan Woods

Attorneys for Defendant ALLIANT
INSURANCE SERVICES WELFARE
BENEFITS PLAN

18 DATED: September 21, 2016

DRINKER BIDDLE & REATH LLP

David R. Levin

Monica A. Novak

/s/ David R. Levin

David R. Levin

Attorneys for Defendant TIME WARNER
CABLE BENEFITS PLAN

1 DATED: September 21, 2016

MAYNARD COOPER & GALE, LLP
Christopher J. Rillo

2
3
4 /s/Christopher J. Rillo
5 Christopher J. Rillo
6 Attorneys for Defendant THE HARTFORD
7 FIRE INSURANCE COMPANY
8 EMPLOYEE MEDICAL AND DENTAL
9 EXPENSE BENEFITS PLAN

10 DATED: September 21, 2016

GREENSFELDER, HEMKER & GALE, P.C.
Amy L. Blaisdell
Lauren A. Daming

11 **ROGERS NEMETH GERMAIN PC**
12 Christopher M. Rogers

13
14 /s/ Christopher M. Rogers
15 Christopher M. Rogers
16 Attorneys for Defendant ASCENSION
17 SMARTHEALTH MEDICAL PLAN

18 DATED: September 21, 2016

**LEWIS BRISBOIS BISGAARD &
SMITH LLP**
Elise D. Klein

19
20
21 /s/ Elise D. Klein
22 Elise D. Klein
23 Attorneys for Defendant UFCW LOCAL
24 555-EMPLOYERS HEALTH TRUST
25
26
27
28

1 DATED: September 21, 2016

**LAQUER, URBAN, CLIFFORD &
HODGE LLP**

Susan Graham Lovelace
Michael Y. Jung

/s/ Susan Graham Lovelace

Susan Graham Lovelace
Attorneys for Defendant SOUTHERN
CALIFORNIA IBEW-NECA HEALTH
TRUST FUND

9 DATED: September 21, 2016

DECHERT LLP
Nathan McClellan

/s/ Nathan McClellan

Nathan McClellan
Attorneys for Defendant ROCKET
SOFTWARE GROUP INSURANCE
BENEFIT PLAN

16 DATED: September 21, 2016

THOMPSON & KNIGHT LLP
Thom Gilbert

/s/ Thom Gilbert

Thom Gilbert
Attorneys for Defendant YATES
PETROLEUM CORPORATION, ET AL.
FLEXIBLE BENEFITS CAFETERIA PLAN

24 *Filer's Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(1), Eileen R. Ridley hereby*
25 *attests that concurrence in the filing of this document and its contents was obtained from*
26 *all signatories listed.*

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2
3 DATE: September 21, 2016

By: 

4 HONORABLE DOUGLAS F. McCORMICK
5 UNITED STATES MAGISTRATE COURT JUDGE
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28